

Contract Number
CPA 03-009

Request for Proposal (RFP)

SERVICES EQUIVALENT TO DEPUTY DIRECTOR, CONSERVATION AND DISTRIBUTED GENERATION



STATE OF CALIFORNIA
CONSUMER POWER AND CONSERVATION FINANCING AUTHORITY
October 10, 2003

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SECTION I - ADMINISTRATIVE REQUIREMENTS

A. TIME SCHEDULE

All respondents to this Request For Proposal are hereby advised of the following schedule and will be expected to adhere to the specified performance requirements.

- | | |
|---|-------------------|
| 1. Request for Proposal (RFP) package mailed | 10-14-2003 |
| 2. Proposal package received by 3:00 PM | 10-28-2003 |
| 3. Proposals review by evaluation committee | 10-30-2003 |
| 4. Post intent to award notice | 10-31-2003 |
| 5. Final day to file a protest | 11-07-2003 |
| 6. Award of contract to successful proposal | 11-10-2003 |
| 7. Contract start date, subject to Dept. of General Services approval | 11-20-2003 |
| 8. Termination of contract | <u>06-30-2005</u> |

B. CONTACTS BETWEEN RESPONDENTS AND STATE

RFP respondents may contact the California Power Authority (CPA) for additional information regarding the RFP by calling Tara Dunn at (916) 651-9750. Any questions, which, in the judgment of the Contracts Office materially alter the RFP requirements, must be in writing and answers will be provided to all respondents in writing.

C. SUBMISSION OF PROPOSALS

1. An original and four copies of the following documents must be submitted:
 - a. Provide the name, address (email and postal), telephone number and fax number of the primary contact for the proposal.
 - b. Current resume(s) for the individual(s) you propose to provide the services now fulfilled by the Deputy Director for Conservation and Distributed Generation, indicating how each individual meets qualifications listed in Section III.
 - c. Narrative addressing the requirements laid out in Section III.
2. Complete, sign and date the Proposal Form.
3. The above specified items, Numbers 1 and 2, constitute your proposal and must be submitted in a sealed envelope. The sealed envelope must be plainly marked with your name and address, the above contract number (CPA 03-009) and title (Services Equivalent to Deputy Director for Conservation and Distributed Generation), and must be received by 3:00 PM on October 28, 2003. Mail or deliver to:

**California Power Authority
Contracts Office
901 P Street, Suite 142A
Sacramento, CA 95814**

5. Proposals and modifications or corrections thereof received after the closing time specified will not be considered.
6. **ONLY PROPOSALS SUBMITTED ON THE PROPOSAL FORM FURNISHED BY THE CPA WILL BE CONSIDERED.** The proposal must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and the correction must be initialed in ink by the person signing the proposal.
7. A proposal may be rejected if conditional, incomplete, or it contains any alterations of form or other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
8. The State may accept or reject any or all proposals and may waive any immaterial defect in a proposal. The State may accept proposal quantities that are less than the equivalent of full-time service, and/or may accept services from more than one bidder, as long as the aggregate services contracted for are equivalent to the workload of one full-time person. The State's waiver of an immaterial defect shall in no way modify the proposal requirements or excuse the respondent from full compliance with the objective if awarded the contract.

D. REJECTION/DISQUALIFICATION

The following shall cause the immediate rejection or disqualification of a proposal:

1. Any proposal not received at the time and place specified in the RFP.
2. Any proposal not plainly marked with the name and address of the submitting organization/individual and the contract number and title when such omission results in either a premature or delayed opening of the proposal and potentially compromises the integrity of the competitive process.
3. Failure to use and sign the "Proposal Form" provided by the State.
4. Substantial noncompliance with RFP requirements. FPPC Form 700 (see Section III. C. herein) is required because an RFP respondent may be disqualified or not selected because the respondent's ownership, interest in, or contract relationship or other relationship with an entity may disclose a conflict of interest or an incompatible activity incompatible with the CONTRACTOR'S performance obligations under the contract.
5. Substantial non-responsiveness to programmatic requirements.

6. Any proposal received from a CONTRACTOR who has had a contract canceled by the State due to negative performance.

E. DEFINITIONS

An immaterial defect is a flaw, incompleteness, defect or condition in a proposal that is not of the type to warrant disqualification of the proposal. If the proposal is found to contain a substantial number of such defects, the State may declare the proposal to be substantially non-compliant and reject it.

F. NONDISCRIMINATION COMPLIANCE STATEMENT

The prospective contractor's signature affixed herein and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the respondent has, unless exempted, has complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and of Title 2, California Code of Regulations, Section 8113.

G. CONTRACT AWARD PROCESS

A small business preference of five percent (5%) is granted to businesses that have an approved certification form (OSMB 11) on file with the Department of General Services, Office of Small Business Certification and Resources by 5:00 p.m. on the date proposals are due, or submit a copy of OSBCR certification with your proposal.

The preference is an amount equal to five percent (5%) of the cost proposal of the highest scored responsible RFP respondent, **IF** the highest scored responsible RFP respondent is not certified as a small business. The small business respondent's cost proposal is rescored by deducting the five (5%) percent preference, if the rescored cost proposal changes the small business respondent's proposal's total points to an equal or higher score of the highest scored responsible RFP respondent, then the proposal shall be awarded to the small business. In no event shall the cost of the small business preference exceed the sum of \$50,000 for any proposal.

The contract shall be awarded to the highest-scored responsible RFP respondent meeting the specifications. The score includes points awarded for price. The highest scored responsible RFP respondent(s) meeting the specifications is one who:

1. Has complied with all respondent requirements.
2. If a corporation, is qualified to do business in and has an office in California.
3. If a past CONTRACTOR with the State, has satisfactorily fulfilled all contract requirements.

Prior to actual award of the contract, a Notice of Intent to Award will be posted within the CPA Main Office located at 901 P Street, Suite 142A in Sacramento, California for a period of five (5) working days.

H. PROTEST PROCEDURES

1. If, prior to the award, any RFP respondent files a protest with the CPA and Department of General Services against the awarding of the contract on the grounds that he or she is the highest scored responsible RFP respondent meeting the specifications for the contract, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. (Public Contract Code Section 10343.)
2. Protests must be received at each of the addresses stated below not later than five (5) working days after the "Notice of Intent to Award" has been posted.

**California Power Authority
Contracts Office
901 P Street, Suite 142A
Sacramento, CA 95814**

**Department of General Services
Office of Legal Services
707 3rd Street, 7th Floor
West Sacramento, CA 95605**

3. Within five (5) calendar days after filing the protest, the protesting RFP respondent must file with the CPA and Department of General Services a full and complete written statement specifying the grounds for the protest. Certified or registered mail must be used.

SECTION II - GENERAL OVERVIEW

This RFP is offered to enable the California Consumer Power and Conservation Financing Authority (the “CPA”) to contract for services consistent with the duties of a DEPUTY DIRECTOR, CONSERVATION AND DISTRIBUTED GENERATION.

A. PURPOSE OF THE RFP

The purpose of this RFP is to invite qualified individuals, public and private organizations to submit a proposal, as well as documentation, demonstrating the ability to perform the duties of developing, managing, and supervising the implementation of the Power Authority’s energy conservation, energy efficiency, and distributed generation projects and programs. The Director is also responsible for identifying conservation, energy efficiency, and distributed generation projects and programs for investment by the Power Authority.

The CPA seeks a commitment of between 20 hours/week and up to full-time from each individual offered to fill the duties of this position.

This RFP covers services to be performed from November 20, 2003 through June 30, 2005.

B. BACKGROUND

The CPA was created by Senate Bill 6 in the First Extraordinary Session (SB 6X), enacted on May 16, 2001. The CPA’s mission is to help assure an adequate and reliable energy supply for the State through power supply and conservation investments that will result in a reliable supply of electricity, along with just and reasonable rates for the consumer. More information on the CPA’s mission and activities can be found on the CPA’s website located at <http://www.cpowerauthority.ca.gov> .

The Power Authority continues to develop and shape a range of financing products to support expanded deployment of “customer-side of the meter” energy efficiency and distributed generation statewide. We have an investment plan that targets up to \$1.5 billion for such financing, using our authority to issue revenue bonds. The challenge is to set up and administer appropriate “conduit” revenue bonds relying upon project or portfolio revenue streams; the CPA has no State-appropriated equity funds or credit support at this time.

SECTION III - REQUIREMENTS

This section comprises the Requirements for which a proposal is to be submitted by the RFP respondent. The CONTRACTOR shall comply fully with all requirements as outlined below.

A. GOALS

To contract with one or more qualified individuals who adequately fulfill the conservation and distributed generation program development and implementation needs of the California Consumer Power and Conservation Financing Authority (CPA).

B. STATEMENT OF WORK

Each CONTRACTOR will serve as one of the key members of the CPA staff team responsible for developing, managing and supervising the implementation of the Power Authority's energy conservation, energy efficiency, and distributed generation projects and programs. CONTRACTOR also is responsible for identifying conservation, energy efficiency, and distributed generation projects and programs for investment by the Power Authority.

C. SPECIFIC PROVISIONS

Ongoing activities:

1. CONTRACTOR will be responsible for advising the Chief Executive Officer, Director of Finance, and other senior management staff with regard to opportunities, strategies, mechanisms, and implementation details appropriate to developing and implementing the Power Authority's energy conservation, energy efficiency, and distributed generation projects and programs.
2. CONTRACTOR will manage, direct and evaluate the activities and performance of other CPA staff and contractors who conduct ongoing outreach services, including the coordination of multiple state departments and agencies engaged in energy conservation, efficiency, and distributed generation program development and delivery.
3. CONTRACTOR will manage the planning, development, implementation and monitoring of conservation, efficiency, and distributed generation financing and development programs that encourage the expanded adoption of energy efficiency and renewable energy technologies and related, and will monitor related budget expenditures.
4. CONTRACTOR will review financing project and program proposals that emphasize long-term and sustainable energy impacts for California consumers, businesses, and other energy users, including ensuring necessary participant qualifications, efficacy and adherence to CPA mission and statutory obligations as appropriate to guard likely repayment of loans administered by the Authority.
5. CONTRACTOR will be responsible for performing due diligence associated with ensuring qualified projects can be developed or financed.

6. Working Office: It is expected that the CONTRACTOR shall maintain a working office at the main offices of the CPA and shall perform the work on-site. Exceptions to the location may be arranged when this serves the overall needs of the Power Authority, and after giving consideration to the nature of public and client contact duties required.
7. Business Hours: The CONTRACTOR shall perform the work within an eight (8) hour daily, forty (40) hour weekly basis during normal business hours, which are deemed to be from 8:30 AM to 5:30 PM, Monday through Friday, except State holidays, and except as may be otherwise agreed upon with the CEO, and as consistent with the work quantities envisioned by Section II A above.
8. Travel and Related Expenses: The CONTRACTOR shall be reimbursed up to \$2500.00 for CPA related travel or expenses calculated at standard State rates during the term of this contract.
9. Review/Monitor: CPA shall review and monitor the CONTRACTOR's performance of program administration requirements by, but not limited to the following: (a) review of written administrative policies and procedures, b) telephone and face-to-face meetings, c) review of monthly reports, and d) attendance at meetings.
10. Conflicts of Interest: No appointed Member or staff (including designated consultants) shall own any stock in, or receive any gift from, any energy company on the monthly list provided by staff of those who have contracts with the Authority or who have submitted proposals, offers or proposals for contracts for projects within the preceding twelve months. The term "gift" shall have the meaning used by the Political Reform Act. **Each contractor is required to submit to the General Counsel a Form 700 available from the Fair Political Practices Commission, which will be kept on file at the CPA.**
 - i. Note: The Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and based upon the description, a statement of the extent of the disclosure requirements. The Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
11. Statement of Incompatible Activities: These standards shall apply to all officers and employees of the Authority, designated employees on loan to the Authority from other State agencies; all consultants retained by the Authority and designated contractors (hereafter "staff"). For those contracts designated as subject to the Authority's Statement of Incompatible Activities, the contract shall provide that any violation of this Code of Ethics may, in the Authority's discretion, be grounds for termination of the contract.

This Statement does not attempt to specify every possible limitation on the activities of Members and staff that might be determined incompatible under Government Code section 19990. Nothing in this Statement shall exempt any person from applicable provisions of any laws of this State.

No employment, activity, or enterprise shall be engaged in by any Member or staff which might result in, or create the appearance of resulting in, any of the following:

- a. Using the prestige or influence of the Authority for the individual's private gain or advantage, or the private gain or advantage of another.
- b. Using State time, facilities, equipment or supplies for the individual's private gain or advantage, or the private gain or advantage of another.
- c. Using confidential information acquired by virtue of State involvement for the individual's private gain or advantage, or the private gain or advantage of another.
- d. Receiving or accepting money or any other consideration from anyone other than the State for performance of an act which the individual would be required or expected to render in the regular course of his or her State employment or contract, or as a part of his or her duties as a State officer, employee or contractor.
- e. Performance of an act in other than his or her capacity as a Member or staff knowing that such an act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by such individual or the Authority.

12. Knowledge: The CONTRACTOR shall have knowledge and understanding in the following subject areas:

- a. Thorough understanding of energy conservation and efficiency program development and implementation.
- b. Thorough understanding of distributed generation program development and implementation.
- c. Thorough understanding of appropriate interagency and private sector outreach and communication strategies and mechanisms that can result in successful program approvals and implementation.
- d. Working knowledge of the competitive market for financial services for conservation and distributed generation, and where and how the Power Authority might fill gaps in needs and attractive financing terms.
- e. Demonstrated understanding of the California retail energy commodity and services market, including its delivery channels and economics.
- f. Knowledge of the decision parameters among institutional and business energy users for purchase of energy commodity, services, and alternative technologies.
- g. General familiarity with energy efficiency and distributed generation technologies, with particular attention to performance and financial risk issues for these technologies.
- h. Basic understanding of the regulatory and administrative roles, operations, functions, and policies of the California Public Utilities Commission, the California Energy Commission, and State agencies responsible for the operating and energy use of State facilities, as these may affect the success of CPA conservation, efficiency, and distributed generation activities.

- i. Familiarity with professional associations, publications, and forums in which the issues of energy services and energy investments to or on behalf of energy end-users are considered and decided.

D. MINIMUM QUALIFICATIONS

The CONTRACTOR shall have a bachelor's degree in the field of business, planning, liberal arts, engineering, energy systems, or finance, and a Master's degree in the field of business or planning

The CONTRACTOR may substitute two (2) years of additional work experience beyond that indicated below in the subject areas set forth in Section III(C)(12) (KNOWLEDGE) in lieu of the indicated masters degree.

The CONTRACTOR also shall have experience consisting of direct personal responsibility for services or activities, which include at least five (5) years in at least five (5) of the subject areas, set forth in Section III(C)(12) [KNOWLEDGE] above. Highly desirable experience includes:

- Direct experience in developing and implementing demand-side management and renewable energy programs for utilities and equivalent programs for government agencies, especially with regard to addressing the capital requirements of end use energy investments.
- Demonstrated expertise in integrated resource planning or business product/service planning relating to the delivery of energy technologies and services to end use markets.
- Demonstrated ability to produce results and be an effective team leader and manager.
- Initiative in identifying energy efficiency or renewable energy product, service, or program opportunities, and conducting creative, timely problem solving.
- Self-starting work style.
- Excellent verbal and written communication skills.

E. DELIVERABLES

The CONTRACTOR shall submit reports on a monthly, and/or as needed basis, as specified by the CPA. These reports shall include but not be limited to:

1. Progress toward meeting identified performance objectives.
2. Description of all prospective energy conservation, energy efficiency, and distributed generation projects and programs identified for CPA consideration and involvement, progress in identifying qualified projects for Authority financing services, and the status of structuring and executing financing transactions for qualifying projects.
3. Assessment and recommendation of any newly identified market opportunities or financial mechanisms that the Power Authority ought to consider to further the Authority's mission.
4. Number of hours worked by CONTRACTOR and explanation of any significant departure from normal work hours.

F. PROPOSAL NARRATIVE REQUIREMENTS

Please provide all of the following:

1. Please provide a brief (one to two paragraph) narrative on each of the topics listed below (total narrative should be ten pages or less exclusive of attachments):

- a. Description of relevant educational background;
 - b. Description of related experience in developing and managing energy conservation, energy efficiency, and distributed generation projects and programs
 - c. Description of planning and institutional coordinating experience with relevant markets and decision-makers.
2. As an attachment provide at least one example each of written work related to:
 - a. Narrative explanation of possible/ recommended conservation or distributed generation program.
 - b. Presentation (briefing format) to a decision-maker to gain approval for an energy- program or energy-financing project.
 3. Please provide a listing of at least 3 professional references; it is preferable that at least one reference be a State or local government contact;
 4. Please provide a description of how you propose to meet the CPA's needs addressed in the Section III (A-C);
 5. Please provide an all-inclusive hourly rate, taking into account the provisions laid out in Section IIIC. THIS DOES NOT SUBSTITUTE FOR INCLUDING THE TOTAL COST INFORMATION INDICATED IN THE REQUIRED PROPOSAL FORM (ATTACHED):

\$_____ (Hourly Rate) x _____(Proposed Minimum Total Hours) = \$_____

\$_____ (Hourly Rate) x _____(Proposed Maximum Total Hours) = \$_____

Total Travel Budget = \$2500.00

Other additional amount = \$_____
(Please justify additional amount below)

Total Cost of Proposal = \$_____

Please provide a justification for any additional amount added to the total after the hourly rate and travel budget:

6. Any additional information the respondent would like to add;

SCORING CRITERIA
(100 Total possible points)

CRITERIA	Maximum Points
1) Description of relevant educational background	10
2) Description of relevant experience in communicating with and obtaining approvals from institutional or corporate decision-makers for energy conservation and distributed generation programs having a financial component.	10
3) Description of relevant experience in developing and/or executing conservation, efficiency, and distributed generation programs.	10
4) Description of experience in the competitive market for financial services for conservation and distributed generation.	10
5) Examples of written work products that exemplify both a narrative explanation of knowledge in designing or advocating energy conservation or distributed generation projects or programs, and presentation or briefing material to decision-makers for the same.	10
6) Listing of at least 3 professional references (It is the CPA's preference that at least one reference be a State or local government contact)	5
7) Proposal of how you will meet the CPA's needs addressed in the Section III, A-C	15
8) Cost Proposal	30
TOTAL POINTS	100

STATE OF CALIFORNIA CONSUMER POWER AND CONSERVATION FINANCING AUTHORITY

PROPOSAL FORM

CONTRACT: CPA 03-009

Due: By 3 PM, October 28, 2003

**SERVICES EQUIVALENT TO DEPUTY DIRECTOR FOR CONSERVATION
AND DISTRIBUTED GENERATION**

The undersigned respondent hereby proposes to provide the services specified in:

Std. 213	-	Contract Face Sheet
Exhibit A	-	Scope of Work
Exhibit A	-	Specific Provisions
Exhibit A	-	Deliverables
Exhibit B	-	Budget Detail
Exhibit C	-	General Provisions (GTC 103 & CCC 103)
Exhibit D	-	Special Terms and Conditions
Exhibit E	-	Awarded Proposal submitted in Response to RFP 03-009

It is understood that the contract will consist of the Face Sheet and above referenced exhibits. Exhibit "A" of the contract is to be developed based on CONTRACTOR's proposal as well as departmental requirements. Samples of the Face Sheet, EXHIBITS "B", "C" and "D" are attached to this RFP and are solely for your information.

It is understood that while no substantive changes in the sample contract documents are expected to occur in the period between the proposal process and the signing of the contract, non-substantive technical changes resulting from operation of law may occur.

Awards made pursuant to this RFP will be initiated in Fiscal Year 2003-04 contingent upon the Legislature appropriating sufficient funds in the Budget Act for the fiscal year and upon satisfactory completion of the terms and conditions specified in EXHIBIT "A".

Service Period: **11/20/2003 to 06/30/2005**

FY 2003-04: Pursuant to the attached provisions of this project, my/our all-inclusive proposal is \$ _____ for the contract period of approximately 18 months.

Authorized Signature

Date

Type or Print Signer's Name and Title

Name and Address of Organization
(Individual)

Federal Identification # or SSN

Telephone Number of Organization

Draft

AGREEMENT NUMBER

CPA 03-009

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA CONSUMER POWER AND CONSERVATION FINANCING AUTHORITY

CONTRACTOR'S NAME

CONTRACTOR

2. The term of this Agreement is: November 20, 2003 through June 30, 2005

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 02 pages

Exhibit B – Budget Detail and Payment Provisions 01 pages

Exhibit C* – General Terms and Conditions (**GTC 103 & CCC 103**) Cont. Init. _____ CPA Init. _____

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

03 pages



Exhibit - D* Special Terms and Conditions

Exhibit E – Awarded Proposal submitted in response to RFP 03-009

XX pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

CA Consumer Power and Conservation Financing Authority

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Laura R. Doll, Chief Executive Officer

ADDRESS

901 "P" Street, Suite 142A, Sacramento, California 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

Purpose

The California Power Authority (CPA) and **CONTRACTOR** agree to the terms described herein:

The purpose of this RFP is to contract for services to perform the duties of developing, managing, and supervising the implementation of the Power Authority's energy conservation, energy efficiency, and distributed generation projects and programs. The CONTRACTOR is also responsible for identifying conservation, energy efficiency, and distributed generation projects and programs for investment by the Power Authority.

Scope of Work

Each CONTRACTOR will serve as one of the key members of the CPA staff team responsible for developing, managing and supervising the implementation of the Power Authority's energy conservation, energy efficiency, and distributed generation projects and programs. CONTRACTOR also is responsible for identifying conservation, energy efficiency, and distributed generation projects and programs for investment by the Power Authority.

Specific Provisions

Ongoing activities:

CONTRACTOR will be responsible for advising the Chief Executive Officer, Director of Finance, and other senior management staff with regard to opportunities, strategies, mechanisms, and implementation details appropriate to developing and implementing the Power Authority's energy conservation, energy efficiency, and distributed generation projects and programs.

CONTRACTOR will manage, direct and evaluate the activities and performance of other CPA staff and contractors who conduct ongoing outreach services, including the coordination of multiple state departments and agencies engaged in energy conservation, efficiency, and distributed generation program development and delivery.

CONTRACTOR will manage the planning, development, implementation and monitoring of conservation, efficiency, and distributed generation financing and development programs that encourage the expanded adoption of energy efficiency and renewable energy technologies and related, and will monitor related budget expenditures.

CONTRACTOR will review financing project and program proposals that emphasize long-term and sustainable energy impacts for California consumers, businesses, and other energy users, including ensuring necessary participant qualifications, efficacy and adherence to CPA

EXHIBIT A
(Standard Agreement)

mission and statutory obligations as appropriate to guard likely repayment of loans administered by the Authority.

CONTRACTOR will be responsible for performing due diligence associated with ensuring qualified projects can be developed or financed.

Deliverables

The CONTRACTOR shall submit reports on a monthly, and/or as needed basis, as specified by the CPA. These reports shall include but not be limited to:

1. Progress toward meeting identified performance objectives.
2. Description of all prospective energy conservation, energy efficiency, and distributed generation projects and programs identified for CPA consideration and involvement, progress in identifying qualified projects for Authority financing services, and the status of structuring and executing financing transactions for qualifying projects.
3. Assessment and recommendation of any newly identified market opportunities or financial mechanisms that the Power Authority ought to consider to further the Authority's mission.
2. Number of hours worked by CONTRACTOR and explanation of any significant departure from normal work hours.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment

1. The State agrees to reimbursement the CONTRACTOR at an hourly rate of **\$XX.XX**.
2. Invoices are to include:
 - CPA name and Contract Agreement Number (CPA 03-009)
 - The dates services were performed
 - A description of the services performed
 - Specific, accurate time showing total hours provided
 - The signature of the Contractor for accuracy
 - The agreed-upon rate for providing the service
3. Invoices shall include the Agreement Number, as specified above, and shall be submitted in triplicate no later than 5th day of the month in arrears to:

Ms. Laura R. Doll, Chief Executive Officer
California Power Authority
901 P Street, Suite 142A
Sacramento, CA 95814

Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm> (GTC 103 & CCC 103)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Term of the Agreement

The term of this Agreement shall commence on November 20, 2003 through June 30, 2005, and can be extended by mutual agreement.

Termination

The State has the right to terminate this Agreement, without cause, upon a 60-day notice to the Contractor. The Contractor has the right to terminate this Agreement, without cause, upon a 60-day written notice to the State.

The State also has the right to terminate this Agreement immediately for cause. Such termination for cause shall become effective as of the date notice of termination for cause is provided to the Contractor. For purposes of this termination provision, "cause" includes, but is not necessarily limited to:

Violation of any state or federal law, including, but not limited to, applicable provisions of the Political Reform Act (Government Code section 87100 et seq.)

Non-compliance with CPA's Conflict of Interest Code

Non-compliance with CPA's Incompatible Activities and Ethics Policy

Fraud

Malfeasance

Incompetence

Inexcusable neglect of duty

Dishonesty

Acts of moral turpitude

Misuse of office

Misuse of state property

Working Office: It is expected that the CONTRACTOR shall maintain a working office at the main offices of the CPA and shall perform the work on-site. Exceptions to the location may be arranged when this serves the overall needs of the Power Authority, and after giving consideration to the nature of public and client contact duties required.

Business Hours: The CONTRACTOR shall perform the work within an eight (8) hour daily, forty (40) hour weekly basis during normal business hours, which are deemed to be from 8:30 AM to 5:30 PM, Monday through Friday, except State holidays, and except as may be otherwise agreed upon with the CEO, and as consistent with the work quantities envisioned by Section II A above.

Travel and Related Expenses: The CONTRACTOR shall be reimbursed up to \$2500.00 for CPA related travel or expenses calculated at standard State rates during the term of this contract.

EXHIBIT D
(Standard Agreement)

Review/Monitor: CPA shall review and monitor the CONTRACTOR's performance of program administration requirements by, but not limited to the following: (a) review of written administrative policies and procedures, b) telephone and face-to-face meetings, c) review of monthly reports, and d) attendance at meetings.

Conflicts of Interest: No appointed Member or staff (including designated consultants) shall own any stock in, or receive any gift from, any energy company on the monthly list provided by staff of those who have contracts with the Authority or who have submitted proposals, offers or proposals for contracts for projects within the preceding twelve months. The term "gift" shall have the meaning used by the Political Reform Act. **Each contractor is required to submit to the General Counsel a Form 700 available from the Fair Political Practices Commission, which will be kept on file at the CPA.**

Note: The Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and based upon the description, a statement of the extent of the disclosure requirements. The Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Statement of Incompatible Activities: These standards shall apply to all officers and employees of the Authority, designated employees on loan to the Authority from other State agencies; all consultants retained by the Authority and designated contractors (hereafter "staff"). For those contracts designated as subject to the Authority's Statement of Incompatible Activities, the contract shall provide that any violation of this Code of Ethics may, in the Authority's discretion, be grounds for termination of the contract.

This Statement does not attempt to specify every possible limitation on the activities of Members and staff that might be determined incompatible under Government Code section 19990. Nothing in this Statement shall exempt any person from applicable provisions of any laws of this State.

No employment, activity, or enterprise shall be engaged in by any Member or staff which might result in, or create the appearance of resulting in, any of the following:

- a. Using the prestige or influence of the Authority for the individual's private gain or advantage, or the private gain or advantage of another.
- b. Using State time, facilities, equipment or supplies for the individual's private gain or advantage, or the private gain or advantage of another.
- c. Using confidential information acquired by virtue of State involvement for the individual's private gain or advantage, or the private gain or advantage of another.

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- d. Receiving or accepting money or any other consideration from anyone other than the State for performance of an act which the individual would be required or expected to render in the regular course of his or her State employment or contract, or as a part of his or her duties as a State officer, employee or contractor.
- e. Performance of an act in other than his or her capacity as a Member or staff knowing that such an act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by such individual or the Authority.